

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** R 40-15

**Department Source:** Public Works

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 3/2/2015

**Re:** Engineering Services Agreement for the Design of Discovery Drive Roadway and Sanitary Sewer Extension Project

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibit to Resolution/Ordinance

**Supporting documentation includes:** Maps, EDA Grant Application

## Executive Summary

Authorizing the City Manager to execute a professional engineering services agreement with Engineering Surveys and Services in the amount of \$72,833 related to the Discovery Drive Roadway and Sanitary Sewer Extension project. This project is part of the extension of Discovery Drive where it intersects with Discovery Parkway and extends southeasterly following the donated 75 ft. right-of-way by the University of Missouri, as shown on the location map (Attachment-1). The project is planned for construction in 2015.

## Discussion

The University of Missouri and City of Columbia applied for and received an Economic Development Administration (EDA) grant related to the continued development of Discovery Research Park. The project includes construction of approximately 990 linear feet of new concrete roadway and 1,520 linear feet of 10 inch diameter gravity sanitary sewer, at an estimated cost of \$1.228M. Necessary easements will be acquired to build the roadway, utilities and Stormwater Best Management Practices (BMPs). The project will be funded from the EDA grant in the amount of \$613,905, the University's in-kind contribution of \$153,900 (donated land) and cash contribution of \$200,005, and the City's cash contribution of \$260,000.

The engineering services agreement with Engineering Surveys and Services includes surveying and geotechnical services, developing preliminary and final plans, specifications and estimates, bid phase services, construction phase services, and contract closeout services, for a not to exceed amount of \$72,833.

## Fiscal Impact

**Short-Term Impact:** The engineering services agreement with Engineering Surveys & Services is for a not to exceed amount of \$72,833. Funds are being transferred from the Gans Road Interchange construction project.

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**Long-Term Impact:** The cost estimate for the Discovery Drive South project is approximately \$1.228M. The City's obligation is \$260,000, and funds have been transferred from the Gans Road improvement project to the Discovery Drive South project. The EDA grant application with a breakdown of associated costs is attached. Maintenance costs are estimated at \$4,000 annually.

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Economic Development, Transportation.

Strategic Plan Impact: Economic Development, Growth Management, Infrastructure.

Comprehensive Plan Impact: Land Use & Growth Management, Infrastructure, Mobility, Connectivity, and Accessibility, Economic Development.

## Suggested Council Action

Approve the resolution authorizing the City Manager to execute the engineering services contract with Engineering Surveys and Services.

## Legislative History

**02/19/07** (R53-07) Agreement with UMC for reimbursement of expenses relating to construction of storm water drainage improvements to Lenoir Drive in conjunction with the Gans Road Interchange project.

**3/05/07** (R69-07) Cost Participation agreement with MHTC for the Gans Road Interchange construction project.

**11/19/07** (R265-07) Agreement with UMC relating to the extension of Gans Road through the South Farm Property

**07/28/08** (Ord 19835) First Amended & Restated Cost Participation agreement with MHTC for the Gans Road Interchange construction project.

Department Approved

City Manager Approved

Introduced by \_\_\_\_\_ Council Bill No. \_\_\_\_\_ R 40-15

**A RESOLUTION**

authorizing an agreement for professional engineering services with Engineering Surveys and Services for preliminary and final design of the Discovery Drive Roadway and Sanitary Sewer Extension Project.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for professional engineering services with Engineering Surveys and Services for preliminary and final design of the Discovery Drive Roadway and Sanitary Sewer Extension Project. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**AGREEMENT  
For  
PROFESSIONAL ENGINEERING SERVICES  
Between  
THE CITY OF COLUMBIA, MISSOURI  
And  
ENGINEERING SURVEYS AND SERVICES**

THIS AGREEMENT made as of \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Columbia, Missouri, hereinafter called the CITY, and Engineering Surveys and Services hereinafter called the ENGINEER.

WITNESSETH, that whereas the CITY intends to make improvements as described below, hereinafter called the PROJECT, consisting of the following:

Discovery Drive Roadway and Sanitary Sewer Extension

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

ENGINEER shall serve as CITY's professional engineering contractor in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of the services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

**SECTION 1 - AUTHORIZATION OF SERVICES**

1.1 ENGINEER shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by CITY. CITY may elect to authorize the PROJECT as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of ENGINEER.

**SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General

2.1.1 Perform professional engineering services as set forth in Attachment A - "Scope of Basic Services," dated February 11, 2015.

2.1.2 The ENGINEER will designate the following listed individuals as its project team with responsibilities as assigned. The ENGINEER shall dedicate whatever additional resources are necessary to accomplish the PROJECT within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of the ENGINEER without the written approval of the CITY.

<u>Name and Title</u>	<u>Assignment</u>
David A. Bennett, P.E.	Principal
Benjamin A. Ross, P.E.	Project Manager

All of the services required hereunder will be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 The ENGINEER shall furnish such periodic reports as the CITY may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by the CITY to assure proper accounting for all project funds. These records must be available to the CITY or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

### SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

#### 3.1 General

If authorized in writing by CITY, and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

##### 3.1.1 Financial Consultation

Consult with CITY's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements

### 3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional engineering services being performed.

### 3.1.3 Obtaining Services of Others

Provide through subcontract the services or data set forth in Attachment A.

3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.

3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.

### 3.1.6 Extra Services

Services not specifically defined heretofore that may be authorized in writing by CITY.

## SECTION 4 - RESPONSIBILITIES OF CITY

4.1 Provide full information as to CITY's requirements for the PROJECT.

4.2 Assist ENGINEER by placing at ENGINEER's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Attachment A - "Scope of Basic Services," dated February 11, 2015.

4.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto.

4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the PROJECT.

4.6 Designate John Glascock, P.E., as CITY's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT, and other matters pertinent to the services covered by this

Agreement.

4.7 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the PROJECT.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

4.9 Furnish ENGINEER data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which ENGINEER may rely upon in performing his services under this Agreement.

## SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by CITY authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by CITY subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within 360 calendar days from the issuance of the Notice to Proceed. CITY shall have the right to establish performance times for individual phases or elements of the PROJECT by delivering a written schedule setting out the performance times to the ENGINEER.

## SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule is effective to January 1, 2016, and may be revised thereafter.

6.1.1.2 For outside expenses incurred by ENGINEER, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to ENGINEER.

6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the ENGINEER's standard rates in effect at the time service is provided.

6.1.1.4 For professional services rendered by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY, will be billed at the cost to ENGINEER.

6.1.1.5 For time spent by outside individual professional consultants employed by ENGINEER in providing services to CITY, the cost to ENGINEER. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for Scope of Services and all other expenses and costs to the City under this agreement and described herein **shall not exceed \$72,833**.

## 6.2 Payments

6.2.1 The ENGINEER shall submit an invoice for services rendered to the CITY not more than once every month. Upon receipt of the invoice and progress report, the CITY will, as soon as practical, pay the ENGINEER for the services rendered, provided the CITY does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final plans by the CITY, the five percent (5%) of these services retained by the CITY will be paid to the ENGINEER.

## SECTION 7 - GENERAL CONSIDERATIONS

### 7.1 Insurance

7.1.1 **ENGINEER'S INSURANCE:** ENGINEER agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ENGINEER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ENGINEER under this contract

**Commercial General Liability** ENGINEER agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual



Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

**Professional Liability** ENGINEER agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per claim and **\$2,000,000** aggregate. For policies written on a "Claims-Made" basis, ENGINEER agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, ENGINEER agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve ENGINEER of the obligation to provide replacement coverage.

**Business Automobile Liability** ENGINEER agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** combined single limit for any one occurrence and not less than \$150,000 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the ENGINEER's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event ENGINEER does not own automobiles, ENGINEER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation Insurance & Employers' Liability** ENGINEER agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the ENGINEER shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the ENGINEER. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the ENGINEER shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Excess/Umbrella Liability** The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

**Additional Insured** ENGINEER agrees to endorse CITY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

**Waiver of Subrogation** ENGINEER agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit ENGINEER to enter into a pre-loss agreement to waive subrogation without an endorsement, then ENGINEER agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should ENGINEER enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** ENGINEER agrees to provide CITY with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

**Right to Revise or Reject** CITY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the CITY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, ENGINEER shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of ENGINEER, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with ENGINEER or a subcontractor for part of the services), of anyone directly or indirectly employed by ENGINEER or by any subcontractor, or of anyone for whose acts the ENGINEER or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require ENGINEER to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

7.1.3 Professional Oversight Indemnification

The ENGINEER understands and agrees that CITY has contracted with ENGINEER based upon ENGINEER's representations that ENGINEER is a skilled professional and fully able to provide the services set out in this Agreement. In addition

to any other indemnification set out in this Agreement, ENGINEER agrees to defend, indemnify and hold and save harmless the CITY from any and all claims, settlements and judgments whatsoever arising out of the CITY's alleged negligence in hiring or failing to properly supervise the ENGINEER.

The insurance required by this Agreement shall include coverage which shall meet ENGINEER's obligations to indemnify the CITY as set out above and the CITY shall be named as co-insured for such insurance.

## 7.2 Professional Responsibility

7.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from CITY, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER's failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER's services for the PROJECT.

7.2.2 In addition, ENGINEER will be responsible to CITY for damages caused by its negligent conduct during its activities at the PROJECT site or in the field.

## 7.3 Estimates and Projections

Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.

## 7.4 On-Site Services

PROJECT site visits by ENGINEER during construction shall not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.

## 7.5 Changes

CITY shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation, upon execution of

a mutually acceptable amendment or change order signed by an authorized representative of the CITY and the President or any Vice President of the ENGINEER.

#### 7.6 Suspension of Services

Should CITY fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in his services or if CITY fails to make any payment to ENGINEER on account of its services and expenses within ninety (90) days after receipt of ENGINEER's bill therefor, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until CITY has satisfied his obligations under this Agreement.

#### 7.7 Termination

Services may be terminated by the CITY at any time and for any reason, and by the ENGINEER in the event of substantial failure to perform in accordance with the terms hereof by the CITY through no fault of the ENGINEER, by ten (10) days' notice. If so terminated, CITY shall pay ENGINEER all uncontested amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of CITY's termination of the Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of the CITY become its property.

Further, the ENGINEER shall not be relieved of any liability to the CITY for any damages sustained by the CITY by virtue of any breach of this Agreement by ENGINEER and the CITY may withhold any payments due the ENGINEER for the purpose of set-off until such time as the exact amount of damages to the CITY, if any, is determined.

#### 7.8 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the PROJECT. Such publications will be provided to CITY in draft form for CITY's advance review. CITY will review such drafts promptly and will provide comments to ENGINEER. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ENGINEER's activities pertaining to any such publication shall be paid entirely by ENGINEER.

#### 7.9 Nondiscrimination

During the performance of this Agreement, ENGINEER agrees to the following:

7.9.1. ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. ENGINEER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. ENGINEER agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 ENGINEER shall, in all solicitation or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin.

7.9.3 ENGINEER shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

CITY and ENGINEER each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY nor ENGINEER shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of the CITY and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

ENGINEER shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing.

This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract Document, shall be Boone County, Missouri or the United States Western District of

Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 ENGINEER agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this contract ENGINEER shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. ENGINEER shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 ENGINEER shall require each subcontractor to affirmatively state in its contract with ENGINEER that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. ENGINEER shall also require each subcontractor to provide ENGINEER with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

7.16 Entire Agreement

This Agreement represents the entire and integrated Agreement between ENGINEER and CITY relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to ENGINEER's services described herein are superseded.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

Mike Matthes, City Manager

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

CERTIFICATION:

I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. \_\_\_\_\_, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

*440-8800-528.40-23, 000612*

\_\_\_\_\_  
Director of Finance

ENGINEER

By: \_\_\_\_\_

*David A. Bennett*  
David A. Bennett/Vice President – Engineering

By: \_\_\_\_\_

*Larry L. Hendren*  
Larry L. Hendren, Principal

## **NOTICE TO VENDORS**

### **Section 285.525 – 285.550 RSMo Effective January 1, 2009**

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).



CITY OF COLUMBIA, MISSOURI  
WORK AUTHORIZATION AFFIDAVIT  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

**Effective 1/1/2009**

County of Boone )  
 ) ss.  
State of Missouri )

My name is David A. Bennett. I am an authorized agent of Engineering Surveys & Services, LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Affiant

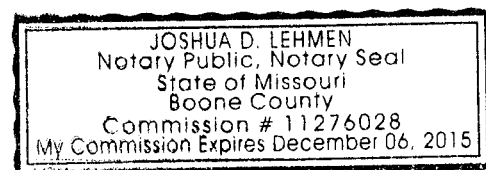
David A. Bennett

Printed Name

Subscribed and sworn to before me this 11<sup>th</sup> day of February, 2015.



Notary Public



## **ATTACHMENT A - SCOPE OF SERVICES**

February 11, 2015

### **Discovery Drive Roadway and Sanitary Sewer Extension City of Columbia Public Works Department**

#### **PROJECT DESCRIPTION:**

The Discovery Drive Roadway and Sanitary Sewer Extension project includes construction of approximately 990 linear feet of concrete roadway and 1,520 linear feet of 10 inch diameter gravity sanitary sewer. The roadway will extend southward from the existing Discovery Parkway and Discovery Drive intersection in existing right-of-way.

#### **TASK SUMMARY**

The following is a summary of the tasks associated with the scope of services to be provided by Engineering Surveys and Services for this project.

- A. Information Collection and Preliminary Plans
- B. Final Plans, Specifications, and Estimates
- C. Bid Phase Services
- D. Construction Phase Services
- E. Contract Closeout Services

#### **DETAILED SCOPE OF WORK**

##### **TASK A. Information Collection and Preliminary Plans**

1. Preliminary Site Visit
2. Review as-built drawings of existing sanitary sewers improvements within the project limits.
3. Review as-built drawings of water line, gas line, and other improvements if available
4. Collect and review available data:
  - 4.1. City topographic surveys, aerial photo
  - 4.2. Property Ownership Information
5. Field Survey: Provide a boundary and topographical survey of the proposed project limits. The topographic survey for the road and sewer corridor will be approximately 200-feet wide and ground surface elevations will be collected every 50-feet and at breaks in existing grade. The surveyor will obtain utility maps and coordinate with utility companies and the *Missouri*

*One Call* field locate system to flag the locations of all existing utilities. The locations of the flagged utilities will then be surveyed and shown on the topographic survey. The survey is to be referenced to the State Plane Coordinate System with control points shown on the survey. Survey shall include:

5.1. Horizontal Control Points:

- 5.1.1. Horizontal Control Points shall be established based on the Missouri State Plane Coordinate System, Central Zone.
- 5.1.2. Horizontal control points shall be established within 500 feet of each end of the project. Additional horizontal control points shall be established along the entire length of the roadway and sewer project. Horizontal control points shall be intervisible and be established outside the construction area.
- 5.1.3. City shall provide a list and description of City control points nearest to project area.

5.2. Vertical Control Points:

- 5.2.1. Temporary benchmarks shall be established for the project for vertical control. Elevation of temporary benchmarks shall be set based upon the City of Columbia's benchmark system.
- 5.2.2. Temporary benchmarks shall be established within 500 feet of each end of the project. Temporary benchmarks shall be established along the entire length of the project. The temporary benchmarks must be intervisible and be established outside the construction area.
- 5.2.3. City shall provide a list of City benchmarks nearest to project area.

5.3. Property Monuments:

- 5.3.1. Consultant shall locate all property monuments within the construction corridor during design survey.
- 5.3.2. Consultant shall identify all property monuments that have the potential to be disturbed during construction activities.

6. Prepare Preliminary Road and Sewer Plans

- 6.1. Opinion of Probable Cost
- 6.2. Plan and Profile roadway drawings with aerial photo exhibits for Interested Parties Meeting
- 6.3. Plan and Profile sewer drawings with aerial photo exhibits for Interested Parties Meeting
- 6.4. Typical concrete collector street cross section
- 6.5. ES&S Internal Review
- 6.6. Present to Columbia Public Works (CPW) Staff
- 6.7. Address CPW Comments

7. Interested Parties Public Meeting

- 7.1. Provide preliminary plans for use at the interested parties meeting.
- 7.2. City to coordinate and staff the interested parties meeting.

8. Update Preliminary Plans with input from Interested Parties Meeting

- 8.1. Update Preliminary Plans
  - 8.2. Update Opinion of Probable Cost
  - 8.3. ES&S Internal Review
  - 8.4. Submit updated plans to CPW
  - 8.5. Address CPW Comments
  - 8.6. The proposed manholes shall be staked in the field for review by the City Staff and City Council members prior to the Public Hearing.
9. City Council Public Hearing
    - 9.1. City staff shall present the preliminary plans and results of Interested Parties meeting at the Public Hearing.

## **TASK B. FINAL PLANS, SPECIFICATIONS AND ESTIMATES**

10. Geotechnical Investigation: Conduct a geotechnical investigation and prepare a geotechnical engineering report. Approximately 8 soil and rock borings will be drilled along the sewer and roadway alignments. Boring will be drilled at appropriate intervals along the sewer route. The scope of the geotechnical investigation will include:
  - 10.1. Drill at least 8 auger sampling holes ranging from 10 to 20 feet deep
  - 10.2. The soil borings will be staked by our survey crew. This report shall be used to make engineering, design and construction recommendations.
  - 10.3. Assess presence and consistency of cobbles, boulders and any other obstructions encountered during drilling operations. Rock coring is not included in this scope of work.
  - 10.4. Note groundwater presence and persistence during drilling operations
- 10.5. Laboratory Investigation
  - 10.5.1. Classification and plasticity tests will be performed on sampled soil materials in the roadway alignment
- 10.6. Engineering Evaluation. Field and laboratory results will be evaluated for:
  - 10.6.1. Types and quality of materials expected to be encountered during construction
  - 10.6.2. Presence and quantification of groundwater
- 10.7. Geotechnical Report
  - 10.7.1. Summary of reconnaissance, subsurface/laboratory findings, and engineering evaluation
  - 10.7.2. Construction considerations
  - 10.7.3. Any constructability challenges with regard to the subsurface materials that will be encountered during construction of the sewer line
  - 10.7.4. Groundwater influence on construction activities
  - 10.7.5. Pavement design verification

11. Utility Coordination: Engineer will contact utility owners to collect available utility records. A meeting with the utility owners will be performed to gain an understanding of the age, condition, depth and size of the utilities along the project corridor and to compare the topographic survey with the utility records. Utilities to be potholed by the utility owners will be identified for precise location measurements and to minimize conflicts with existing utilities. PDF copies of the preliminary plans will be provided to the utility companies as the project progresses.
12. Prepare construction documents for the roadway and sewer:
  - 12.1. Submit 90-percent and 100-percent design documents to Public Works for review. Formal design reviews are to be conducted with Public Works at the 90-percent and 100-percent design stages.
  - 12.2. The Engineer's Opinion of Probable Construction Cost is to be provided at the 50-, 90- and 100-percent completion stage.
  - 12.3. Prepare one final design bid package for construction. Final design bid package is to include drawings, bid form and technical specifications. The City will prepare the project manual using the City's adapted front-end bid documents.
  - 12.4. AutoCAD 2015 will be used for all drawings. Drawings will be on 22 x 34 inch sheets.
13. Easement Descriptions
  - 13.1. The surveyor will prepare legal descriptions and display drawings for all needed permanent, temporary construction, and temporary access easements and prepare easement display drawings and easement documents using the City's standard easement forms.
14. Prepare 90% Final Plans
  - 14.1. Title Sheet
  - 14.2. Overall Plan View Sheet
  - 14.3. Roadway plan and profile sheets
  - 14.4. Roadway cross section sheets
  - 14.5. Sewer plan and profile sheets
  - 14.6. Temporary Traffic Control per MUTCD
  - 14.7. Erosion Control Drawings
  - 14.8. City of Columbia Standard Details
  - 14.9. Opinion of Probable Cost
  - 14.10. Preliminary technical Specs
  - 14.11. ES&S Internal Review
  - 14.12. Present to CPW Staff
  - 14.13. Address CPW Comments
15. Prepare 100% Final Plans
  - 15.1. Title Sheet
  - 15.2. Overall Plan View Sheet
  - 15.3. Roadway plan and profile sheets
  - 15.4. Roadway cross section sheets

- 15.5. Sewer plan and profile sheets
  - 15.6. Temporary Traffic Control per MUTCD
  - 15.7. Erosion Control Drawings
  - 15.8. City of Columbia Standard Details
  - 15.9. Opinion of Probable Cost
  - 15.10. Preliminary technical Specs
  - 15.11. ES&S Internal Review
  - 15.12. Present to CPW Staff
  - 15.13. Address CPW Comments
16. All work and project deliverables shall be in electronic format, appropriate to the work product, including (AutoCAD) drawings, plans, elevations, sections, diagrams, details etc., (Word) specifications, reports, easement descriptions and other narrative, (PowerPoint) presentations, (Excel) spreadsheets, schedules and other appropriate digital electronic formats.
17. All design work shall be done in accordance with City standards.

#### **TASK C. BID PHASE SERVICES**

18. This project is anticipated to be bid/constructed as one project.
19. Print one (1) set of the bid documents, including final plans, bid form and technical specifications.
20. Respond to bidder's questions during the bidding period.
21. Prepare bid addenda, as needed.
22. Attend bid opening and assist with bid evaluation/recommendation as requested.
23. Public Works will provide the administration of bid documents, including distribution of bid documents, maintaining a bidders list, collection of money and distribution of addenda.

#### **TASK D. CONSTRUCTION PHASE SERVICES**

24. Schedule and conduct preconstruction conference with CPW and the construction contractor.
25. City staff will provide construction inspection, including: maintaining field reports on construction activities and progress, shop drawing and materials certification review and coordinating the professional services of testing laboratories.

## **TASK E. CONTRACT CLOSEOUT SERVICES**

26. Conduct semi-final inspection (punch list).
27. Conduct final inspection (job walks).
28. As-Built Survey and As-Built plans for roadway and sewer

## **ADDITIONAL SERVICES**

The following items are not included in the Basic Scope of Services:

1. Stormwater Detention and Water Quality Design
2. Landscape plans (the University will provide these under separate contract)
3. Roadway lighting plans
4. Traffic Signal design
5. Utility relocation design
6. Grading plans for property outside the roadway right-of-way
7. Designing modifications to the existing sanitary sewer pump station pumps and controls
8. Missouri Department of Natural Resources Land Disturbance Permit application. (the project will be covered under the City's blanket land disturbance permit)
9. Construction Materials Testing
10. Construction observation

# ***Engineering Surveys and Services***

Consulting Engineers, Scientists, and Land Surveyors  
Analytical and Materials Laboratories

1113 Fay Street  
Columbia, Missouri 65201  
Telephone 573-449-2646  
Facsimile 573-499-1499

E-Mail [ess@ESS-Inc.com](mailto:ess@ESS-Inc.com)  
<http://www.ESS-Inc.com>

## **HOURLY FEE SCHEDULE**

January 1, 2015

<u>Services of:</u>	<u>Rate:</u>
Firm Principal	\$120-160 /hour
Registered Professional Engineer	\$ 110-140 /hour
Registered Professional Land Surveyor	\$ 100-130 /hour
Project Surveyor	\$ 70-90 /hour
Engineer In Training	\$ 80-100 /hour
Senior Engineering Technician	\$ 60-70 /hour
Engineering Technician	\$ 50-60 /hour
CAD Operator	\$ 65-90 /hour
Chemist	\$ 70-80 /hour
Administrative Assistant	\$ 50-55 /hour
Computer	\$ 50 /day
EDM Equipment	\$ 100 /day
Global Positioning System Equipment	\$ 200 /day
Drill Rig	\$ 150-\$250 /hour
Large Format Copies	\$ 3.50-\$ 5.50 each
Photocopies	\$ 0.20 each
Travel	\$ 0.60/mile

### NOTES

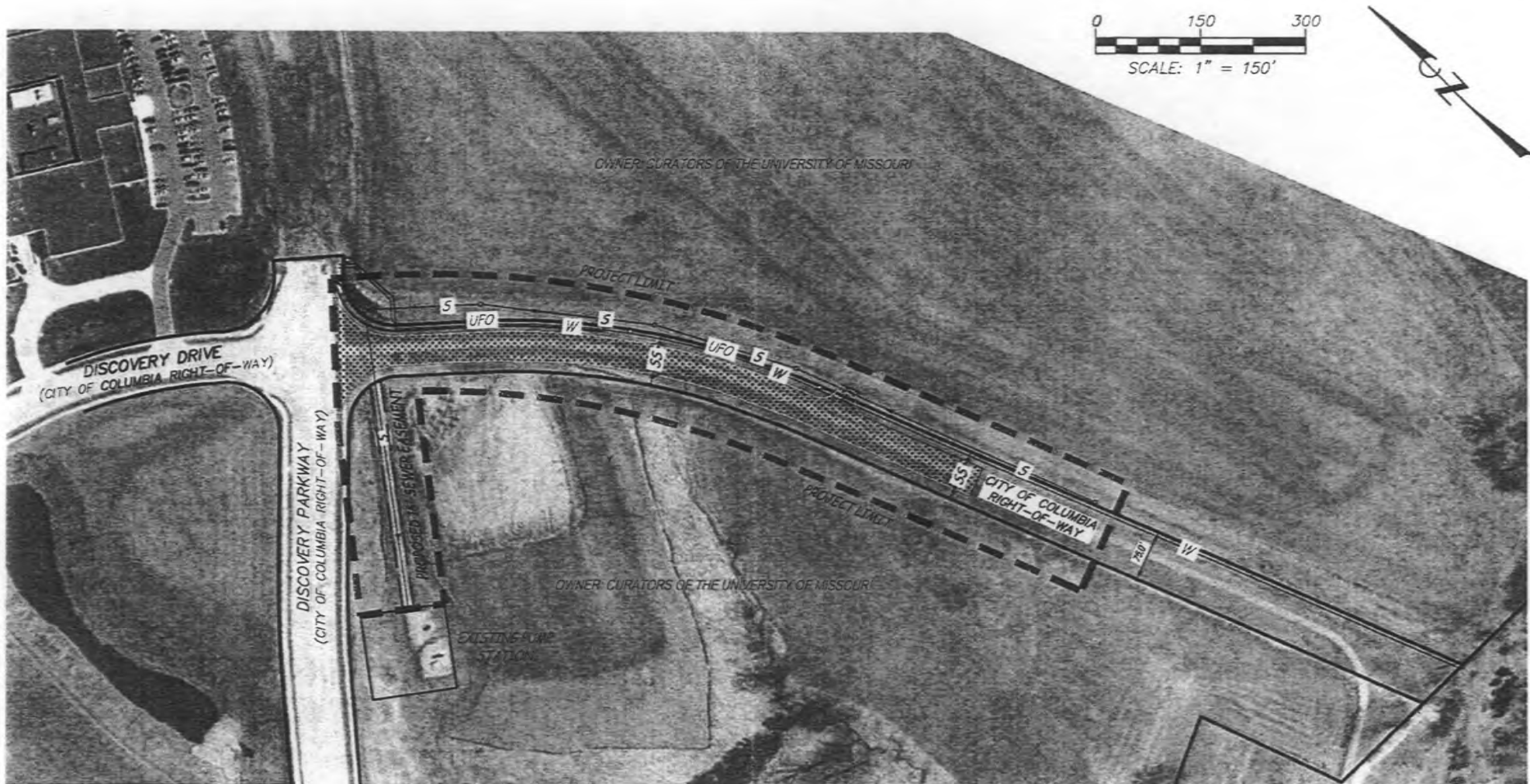
1. Since charges are based on salary multiplier, all rates are subject to minor fluctuations as salaries change.
2. Overtime charges at 1.4 times above rates.





## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Maps, EDA Grant Application



237,908 SQUARE FEET - PROJECT LIMIT AREA  
 92,754 SQUARE FEET - STREET RIGHT-OF-WAY WITHIN PROJECT LIMITS AREA  
 5,339 SQUARE FEET - SEWER EASEMENT AREA

EDA PROJECT PROPERTY LIMITS  
 EDA GRANT  
 COLUMBIA, BOONE COUNTY, MISSOURI  
 DECEMBER 23, 2014

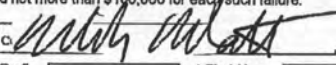
ATTACHMENT-1

ES&S NO. 126

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text" value="City of Columbia"/> * Street 1 <input type="text" value="701 E Broadway"/> Street 2 <input type="text"/> * City <input type="text" value="Columbia"/> State <input type="text" value="MO: Missouri"/> Zip <input type="text" value="65201"/> Congressional District, if known: <input type="text" value="4"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. * Federal Department/Agency:</b> <input type="text" value="n/a"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Investments for Public Works and Economic Development Facilities"/> CFDA Number, if applicable: <input type="text" value="11.300"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  * Signature:  * Name: Prefix <input type="text"/> * First Name <input type="text" value="Michael"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Matthes"/> Suffix <input type="text"/> Title: <input type="text" value="City Manager"/> Telephone No.: <input type="text" value="573-874-7214"/> Date: <input type="text" value="12/23/14"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

**Exhibit D.**


<b>EDA CONSTRUCTION INVESTMENTS ADDITIONAL ASSURANCES</b>	
<p>As a duly authorized representative of the applicant, I further certify that the applicant:</p>	
1.	Will operate and maintain the facility in accordance with at least the minimum standards as may be required or prescribed by applicable federal, State and local agencies for the maintenance and operation of such facilities.
2.	Will require the facility to be designed to comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 <i>et seq.</i> ), the Architectural Barriers Act of 1968 (42 U.S.C. 4151 <i>et seq.</i> ) and the Accessibility Guidelines for Buildings and Facilities regulations, as amended (36 CFR part 1191), and will be responsible for conducting inspections to insure compliance with these requirements.
3.	For the two-year period beginning on the date EDA investment assistance is awarded, will refrain from employing, offering any office or employment to, or retaining for professional services any person who, on the date on which the investment assistance is awarded or within the one-year (1) period ending on that date, served as an officer, attorney, agent or employee of the Department of Commerce and occupied a position or engaged in activities that EDA determines involved discretion with respect to the award of investment assistance under PWEDA. See section 606 of PWEDA and 13 C.F.R. §302.10(b).
4.	Will have no facilities under ownership, lease or supervision to be utilized in this project that are listed or under consideration for listing on EPA's List of Violating Facilities.
5.	Will comply with Executive Order 12699, "Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction," which imposes requirements that federally-assisted facilities be designed and constructed in accordance with the most current local building codes determined by the awarding agency or by the Interagency Committee for Seismic Safety in Construction (ICSSC) and the most recent edition of the American National Standards Institute Standards A58, Minimum Design Loads for Buildings and Other Structures.
6.	Will observe and comply with federal procurement rules, as set forth in 15 CFR parts 14 or 24, as applicable, for award of any contracts for architectural engineering, grant administration services, or construction financed with EDA investment assistance.
7.	Understands that attorneys' or consultants' fees, whether direct or indirect, expended for securing or obtaining EDA investment assistance are not eligible costs. See 13 C.F.R. § 302.10(a).
8.	Understands that conflicts of interest or appearances of conflicts of interest are prohibited and may jeopardize this application, or result in the forfeiture of investment funds. A conflict of interest occurs, for example, where a representative, official, employee, architect, attorney, engineer or inspector of the applicant, or a representative or official of the Federal, State or local government, has a direct or indirect financial interest in the acquisition or furnishing of any materials, equipment or services to or in connection with the project. See 13 C.F.R. § 302.17.
9.	Will comply with the reporting requirements under the Government Performance and Results Act of 1993 (GPRA) for measuring and reporting project performance.
	City Manager
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
City of Columbia, Missouri	12/23/16
APPLICANT ORGANIZATION	DATE

Exhibit C.

## EDA CAPACITY BUILDING INVESTMENTS ADDITIONAL ASSURANCES

As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will comply with applicable regulations regarding indirect cost rates, if indirect costs are included in the application.
2. Will comply with the requirement that this investment assistance will not provide a proprietary benefit to a private individual, a for-profit corporation or other commercial entity.
3. Understands that attorneys' or consultants' fees, whether direct or indirect, expended for securing or obtaining EDA investment assistance are not eligible costs. See 13 C.F.R. § 302.10(a).
4. Understands that conflicts of interest or appearances of conflicts of interest are prohibited and may jeopardize this application, or result in the forfeiture of investment funds. A conflict of interest occurs, for example, where a representative, official, employee, architect, attorney, engineer or inspector of the applicant, or a representative or official of the federal, State or local government, has a direct or indirect financial interest in the acquisition or furnishing of any materials, equipment, or services to or in connection with the project. See 13 C.F.R. § 302.17.
5. Will comply with the reporting requirements under the Government Performance and Results Act (GPRA) of 1993 for measuring and reporting project performance.

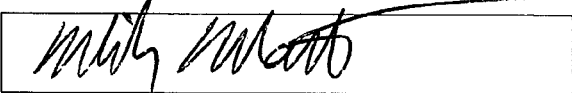


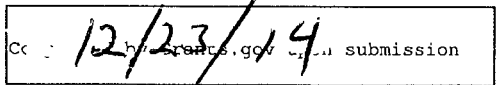
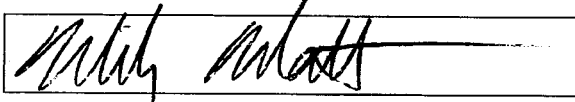
	
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	
CITY OF COLUMBIA, MISSOURI	12/23/14 submission
APPLICANT ORGANIZATION	DATE

Exhibit B.

**EDA NATIONAL TECHNICAL ASSISTANCE, TRAINING, AND  
RESEARCH AND EVALUATION INVESTMENTS  
ADDITIONAL ASSURANCES**

As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will comply with applicable regulations regarding indirect cost rates, if indirect costs are included in the application.
2. Will comply with the requirement that this investment assistance will not provide a proprietary benefit to a private individual, for-profit corporation, or other commercial entity.
3. Understands that attorneys' or consultants' fees, whether direct or indirect, expended for securing or obtaining EDA investment assistance are not eligible costs. See 13 C.F.R. § 302.10(a).
4. Understands that conflicts of interest or appearances of conflicts of interest are prohibited and may jeopardize this application or result in the forfeiture of investment funds. A conflict of interest occurs, for example, where a representative, official, employee, architect, attorney, engineer, or inspector of the applicant, or a representative or official of the federal, State or local government, has a direct or indirect financial interest in the acquisition or furnishing of any materials, equipment, or services to or in connection with the project. See 13 C.F.R. § 302.17.
5. Will comply with the reporting requirements under the Government Performance and Results Act (GPRA) of 1993 for measuring and reporting project performance.



City Manager

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

City of Columbia, Missouri

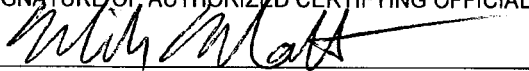
12/23/14

APPLICANT ORGANIZATION

DATE

BUDGET INFORMATION - Construction Programs			
NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.			
COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 10,633.00	\$	\$ 10,633.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 153,900.00	\$	\$ 153,900.00
3. Relocation expenses and payments	\$ 0.00	\$	\$ 0.00
4. Architectural and engineering fees	\$ 60,704.00	\$	\$ 60,704.00
5. Other architectural and engineering fees	\$ 13,000.00	\$	\$ 13,000.00
6. Project inspection fees	\$ 37,000.00	\$	\$ 37,000.00
7. Site work	\$ 175,200.00	\$	\$ 175,200.00
8. Demolition and removal	\$ 15,360.00	\$	\$ 15,360.00
9. Construction	\$ 675,914.00	\$	\$ 675,914.00
10. Equipment	\$ 0.00	\$	\$ 0.00
11. Miscellaneous	\$ 0.00	\$	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 1,141,711.00	\$ 0.00	\$ 1,141,711.00
13. Contingencies	\$ 86,099.00	\$	\$ 86,099.00
14. SUBTOTAL	\$ 1,227,810.00	\$ 0.00	\$ 1,227,810.00
15. Project (program) income	\$	\$	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 1,227,810.00	\$ 0.00	\$ 1,227,810.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.		Enter eligible costs from line 16c Multiply X %	\$ 0.00

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Columbia, Missouri	DATE SUBMITTED 12/23/16



## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

## CERTIFICATION REGARDING LOBBYING

U.S. DEPARTMENT OF COMMERCE

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

## LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

## \* NAME OF APPLICANT

City of Columbia, Missouri

## \* AWARD NUMBER

## \* PROJECT NAME

Site Development at Discovery Ridge: A University of Missouri

## Prefix:

## \* First Name:

## Middle Name:

Michael

## \* Last Name:


## Suffix:

Matthes

## \* Title: City Manager

## \* SIGNATURE:

## \* DATE:



12/23/14



## Grant Application Package

Opportunity Title:	FY 2014 Economic Development Assistance Programs
Offering Agency:	Economic Development Administration
CFDA Number:	11.300
CFDA Description:	Investments for Public Works and Economic Development P
Opportunity Number:	EDAP2014
Competition ID:	PW
Opportunity Open Date:	11/25/2013
Opportunity Close Date:	03/01/2015
Agency Contact:	<a href="http://www.eda.gov/contacts.htm">http://www.eda.gov/contacts.htm</a>

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: Site Development at Discovery Ridge: A University of Missouri Research Park Supporting New-Tech Economic Development for Mid-Missouri

### Select Forms to Complete

#### Mandatory

[Application for Federal Assistance \(SF-424\)](#)

[CD511 Form](#)

[Assurances for Construction Programs \(SF-424D\)](#)

[Budget Information for Construction Programs \(SF-424C\)](#)

[Economic Development Administration Application for Investment Assistance](#)

#### Optional

☒ [Attachments](#)

☒ [Disclosure of Lobbying Activities \(SF-LLL\)](#)

### Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

## Application for Federal Assistance SF-424

## \* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

## \* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

## \* If Revision, select appropriate letter(s):

## \* Other (Specify):

## \* 3. Date Received:

Completed by Grants.gov upon submission.

## 4. Applicant Identifier:

108386

## 5a. Federal Entity Identifier:

43-6000810

## 5b. Federal Award Identifier:

## State Use Only:

## 6. Date Received by State:

10/09/2014

## 7. State Application Identifier:

1504017

## 8. APPLICANT INFORMATION:

## \* a. Legal Name:

City of Columbia, Missouri

## \* b. Employer/Taxpayer Identification Number (EIN/TIN):

43-6000810

## \* c. Organizational DUNS:

## d. Address:

## \* Street1:

701 E. Broadway

## Street2:

## \* City:

Columbia

## County/Parish:

## \* State:

MO: Missouri

## Province:

## \* Country:

USA: UNITED STATES

## \* Zip / Postal Code:

65201

## e. Organizational Unit:

## Department Name:

Public Works

## Division Name:

## f. Name and contact information of person to be contacted on matters involving this application:

## Prefix:

## \* First Name:

Michael

## Middle Name:

## \* Last Name:

Matthes

## Suffix:

## Title:

City Manager

## Organizational Affiliation:

## \* Telephone Number:

573-874-7214

## Fax Number:

## \* Email:

cmo@GoColumbiaMo.com

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

H: Public/State Controlled Institution of Higher Education

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Economic Development Administration

### 11. Catalog of Federal Domestic Assistance Number:

11.300

CFDA Title:

Investments for Public Works and Economic Development Facilities

### \* 12. Funding Opportunity Number:

BDAP2014

\* Title:

FY 2014 Economic Development Assistance Programs

### 13. Competition Identification Number:

PW

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Site Development at Discovery Ridge: A University of Missouri Research Park Supporting New-Tech Economic Development for Mid-Missouri

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="613,905.00"/>
* b. Applicant	<input type="text" value="353,905.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="260,000.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,227,810.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**Prefix: \* First Name: Middle Name: \* Last Name: Suffix: \* Title: \* Telephone Number: Fax Number: \* Email: \* Signature of Authorized Representative: 

n.

\* Date Signed: